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8 Attorneys for Plaintiffs Reach & Associates, P.A.
9 and Bird & Associates, Inc.

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 **REACH & ASSOCIATES, P.A., et al.,**
13 **Plaintiffs,**

14 **v.**

15 **F. TAYTON DENCER,**
IMPERIAL RUBBER INDUSTRIES, INC.,
IMPERIAL RUBBER DEVELOPMENT
CO., INC.,
IMPERIAL RUBBER HOLDINGS, INC.
a/k/a POLYMER GLOBAL HOLDINGS,
INC.,
IMPERIAL RUBBER OF INDIANA, INC.,
R & T INDUSTRIES, INC., et al.,
20 **Defendants.**

CIVIL ACTION NO.
CV 02-6127 DSF (VBKx)

**STIPULATION OF
JUDGMENT
PURSUANT TO
SETTLEMENT AGREEMENT**

21 THIS STIPULATION OF JUDGMENT for \$67,668 is entered in favor of Plaintiffs and
22 against Defendant IMPERIAL RUBBER HOLDINGS, INC., ALSO KNOWN AS
23 POLYMER GLOBAL HOLDINGS, INC., as follows:

24 1. This Stipulated Judgment in favor of Plaintiffs and against Defendant IMPERIAL
25 RUBBER HOLDINGS, INC., ALSO KNOWN AS POLYMER GLOBAL HOLDINGS,
26 INC., is entered pursuant to the Settlement Agreement dated and signed by the parties on
27 June 7, 2005, which states in paragraph 3(c):

28 (c) If such payment is not timely made, a stipulated judgment may be entered by plain-

tiffs against Imperial Rubber Holdings, Inc. for the unpaid amount of the second \$100,000 and the above interest and interest rate without requiring further signature of the parties.

2. That Settlement Agreement is filed herewith as Exhibit 1 to the Declaration of W.R. Bird, along with a Modification of Settlement Agreement as Exhibit 3.

3. The amount due as of today is \$67,668, as detailed in that Declaration in paragraph 4. That amount bears interest after today at the rate of 12% per year compounded, as stated in the Settlement Agreement in paragraph 3(b):

(b) Interest will be paid on the second \$100,000 at 6% per year compounded, until the earliest payment date required by paragraph 3(a) [July 9, 2007], and if not then paid, at 12% per year compounded.

4. Notices that this Stipulation of Judgment will be entered have been given to counsel for Defendants on August 23, 2007, September 11, 2007, September 17, 2007, March 5, 2008, March 6, 2008, and other dates. Attempts to meet and confer with Defendants' counsel have been made on those dates and others, but letters of those dates have not been responded to and no calls have been returned by Defendants' counsel.

Dated July 9, 2008, and respectfully submitted,

BIRD, LOECHL, BRITTAIN & McCANTS, LLC

By: /s/ Wendell R. Bird, P.C.

Wendell R. Bird, P.C.

Jonathan T. McCants

Attorneys for Plaintiffs

1 Attachments:

2 Declaration of W. R. Bird with

3 **Exhibit 1. Settlement Agreement (June 7, 2005) (signed handwritten agreement)**

4 **Exhibit 2. Settlement Agreement (June 7, 2005) (unsigned typed agreement)**

5 **Exhibit 3. Modification of Settlement Agreement (July 9, 2007)**

6 **Exhibit 4. Imperial Rubber Holdings Now Polymer Global Holdings (May
7 2006)**

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